

**THE CITY OF MURFREESBORO
WATER and SEWER DEPARTMENT
INVITATION TO BID**

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the Water and Sewer Department Administrative Office, 300 NW Broad St, Murfreesboro, Tennessee 37130, telephone number (615) 890-0862. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: January 5, 2015

BID TITLE: **Commercial Structures and Facilities Painting**

CITY CONTACT PERSON: Alan Cranford, Manager Water Treatment Plant

TELEPHONE NUMBER: (615) 848-3222

FAX NUMBER: (615) 848-3244

EMAIL ADDRESS: acranford@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Water and Sewer Department Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

**SUBMIT BID RESPONSE
IN SEALED ENVELOPE TO:** Commercial Structures and Facilities Painting
Murfreesboro Water and Sewer Department
300 N W Broad Street
Murfreesboro, Tennessee 37130

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: January 20, 2015

BID OPENING TIME: 2:00 p.m. Murfreesboro, Tennessee, local time

BID OPENING LOCATION: Murfreesboro Water and Sewer Department
300 N W Broad Street
Murfreesboro, TN 37130

**MURFREESBORO WATER AND SEWER DEPARTMENT
MURFREESBORO, TENNESSEE
INVITATION TO BID**

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1 INSTRUCTIONS AND CONDITIONS

1.1 Submission to Murfreesboro Water and Sewer Department.

The City of Murfreesboro is seeking bids for the provision of services set forth in the specifications. Sealed bids will be received at the Murfreesboro Water and Sewer Department, Attention Alan Cranford, 300 N W Broad Street, Murfreesboro, Tennessee 37130, before 2:00 p.m. CDT, January 20, 2015. Late bids will not be considered and will be returned unopened.

1.2 Mandatory Pre-Bid Meeting.

There will be a mandatory pre-bid meeting on January 12, 2015 at 10:00 a.m. The mandatory pre-bid meeting will be at the Stones River Water Treatment Plant, 5528 Sam Jared Drive, Murfreesboro, Tennessee 37130.

1.3 Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on or before the bid opening date but received at the Murfreesboro Water and Sewer Department Administration Office, 300 N.W. Broad Street, Murfreesboro, Tennessee 37130 after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.4 Organization of Bid and Completeness.

Please submit an original signed copy of the bid to Alan Cranford at the address set forth in 1.1 above. All bids must be sealed and clearly marked with the bidder's name and the words, "***Bid. Commercial Structures and Facilities Painting Date January 20, 2015.***" Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the Murfreesboro Water and Sewer Department before the bid deadline.

Each bid shall be set forth on the attached bid form.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, whiteouts, typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.5 Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) days from the bid submission deadline.

1.6 Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the Murfreesboro Water and Sewer Department reserves the right to either consider or reject any bid that takes exception to the specifications or attached contract.

1.7 Completeness of Invitation to Bid ("ITB").

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.8 Communication with the Murfreesboro Water and Sewer Department.

The Murfreesboro Water and Sewer Department has designated Alan Cranford to be responsible for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be accepted until seven (7) days prior to the bid opening date. All questions regarding the ITB should be addressed to: Alan Cranford, Murfreesboro Water and Sewer Department, 300 N W Broad Street, Murfreesboro, Tennessee 37130. Telephone: (615) 848-3222, Fax (615) 848-3244 or by email: acranford@murfreesborotn.gov. The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.9 Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the Murfreesboro Water and Sewer Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The Murfreesboro Water and Sewer Department will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.10 Minimum Requirements.

Specifications furnished in the ITB are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the Murfreesboro Water and Sewer Department with the best product available at the lowest possible price. Should the bidder wish to propose items that exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.

1.11 Further Negotiation.

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

1.12 Unit Price and Substitutes.

Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If proposing a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the Murfreesboro Water and Sewer Department to make the determination of similarity, serviceability and suitability of the substitute. The Murfreesboro Water and Sewer Department reserves the right to be the sole judge in making such determination.

1.13 Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.14 Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the Murfreesboro Water and Sewer Department prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.15 Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.16 Pricing Effective for One (1) Year.

The successful bidder shall provide in the bid price the cost for services rendered and the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to make these items function as intended. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB. Each bidder shall show a unit price on each item and an extended price on estimated quantities. Bid(s) may be awarded for individual items or for the total of all items. Pricing for each item shall be effective for one (1)

year from the date of the bid award. The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet supply, service, or delivery requirements. All prices shall be inclusive of all charges including delivery. The City is not subject to sales tax. Quantities could be more or less than estimated.

1.17 Approval Required.

No award or acquisition can be made until approved by the Murfreesboro Water and Sewer Department Board and the City Council. This solicitation in no manner obligates the Murfreesboro Water and Sewer Department to the eventual rental, lease, or purchase of any equipment or service described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the Murfreesboro Water and Sewer Department and may be terminated at any time prior to the signing of a contract.

1.18 Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality, as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will also be considered in the award of a contract:

- A. The ability of the bidder to perform the contract or to provide the material or service required;
- B. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- C. The character, integrity, reputation, experience and efficiency of the bidder;
- D. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- E. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- F. Terms and conditions stated in bid;
- G. Compliance with specifications or the ITB; and
- H. Utilization of the bid form for submittal of a bid.

1.19 Terms and Conditions.

The Murfreesboro Water and Sewer Department reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the Murfreesboro Water and Sewer Department.

1.20 Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the Murfreesboro Water and Sewer Department awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the Murfreesboro Water and Sewer Department reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.21 Cost of Response.

The Murfreesboro Water and Sewer Department will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The Murfreesboro Water and Sewer Department makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become records of the Murfreesboro Water and Sewer Department.

1.22 Contract.

The successful vendor's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.23 Contract Termination.

The Murfreesboro Water and Sewer Department reserves the right to cancel the contract for the work without cost or penalty to the Water and Sewer Department if, in the Murfreesboro Water and Sewer Department's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the Murfreesboro Water and Sewer Department a material or product or workmanship which is, in the opinion of the Murfreesboro Water and Sewer Department, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the Murfreesboro Water and Sewer Department to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.24 Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.25 Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The Murfreesboro Water and Sewer Department, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the Murfreesboro Water and Sewer Department in the written notice. Exercise of this option shall not relieve the contractor of any liability to the Murfreesboro Water and Sewer Department for damages for the breach of any covenants of the contract by the contractor.

1.26 Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.27 Governing Laws.

The laws of the State of Tennessee thereof shall govern the validity, construction and effect of the contract, and any and all extensions and/or modifications.

1.28 Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.29 Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.30 Liquidated Damages.

Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.

1.31 Statutory Disqualification.

By submitting a response, Bidder is representing that neither it nor any of its officers, directors, shareholders, members, or partners has been convicted or plead guilty or nolo contender to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the State of Tennessee, or any political subdivision of the State of Tennessee.

1.32 Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.33 City's Employment Practices.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.34 Conflict of Interest.

By submitting a response, it is represented that no Board member or officer of the Murfreesboro Water and Sewer Department or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the Murfreesboro Water and Sewer Department has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.35 Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.36 Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.37 Payment.

Payments shall be made by the Murfreesboro Water and Sewer Department after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

1.38 Delivery and Work.

Work must begin within thirty (30) days of bid award and complete all work within ninety (90) days of bid award. Unless otherwise specified in this ITB, all charges for installation and material are to be included in the bid price. Forty-eight (48) hours advance notice should be given prior to start of work. Deliveries of all items and requirement of services shall be made as stated in the ITB specifications. Deliveries and work performance resulting from this ITB are to be made during the working hours of 7:00 a.m. until 3:00 p.m. Monday through Friday unless other arrangements are agreed upon by the Manager of the Stones River Water Treatment Plant. Should the awarded firm fail to deliver items and perform work on or before its stated date, the Murfreesboro Water and Sewer Department reserves the right to cancel the order or contract. The awarded firm(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

1.39 Acceptance of Work.

Delivered items and work performed will not be considered "accepted" until an authorized agent for the Murfreesboro Water and Sewer Department has, by inspection or test of such items, determined that they fully comply with specifications. The Murfreesboro Water and Sewer Department may return, for full credit and at no expense to the Murfreesboro Water and Sewer Department, any item(s) received which fail to meet the specifications as stated in this ITB. All deliveries made and work conducted pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The Murfreesboro Water and Sewer Department assumes no liability for goods and/or services provided without a written purchase order from the Murfreesboro Water and Sewer Department.

1.40 Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

1.41 Warranty.

Unless otherwise specified all materials and workmanship proposed shall have a warranty against defects in materials or workmanship for a minimum of two (2) years.

2 SCOPE OF PROJECT

2.1 Overview.

The Murfreesboro Water and Sewer Department is seeking bids for repainting of areas and/or items specified that are located in the Lime Building, Pipe Gallery, GAC Filter Room, Hypochlorite Generator Room, Fluoride/Brine Building, Raw Water Intake, Stoney Meadow Tank, and Tube Settler Support System for Basins #1, #2, #3, and #4 as set forth in the specifications.

2.2 Equipment.

Awarded bidder shall provide all materials and tools necessary to complete Commercial Structures and Facilities Painting as set forth in the specifications.

2.3 Project Roles and Responsibilities.

2.3.1 Murfreesboro Water and Sewer Department Role and Responsibility.

- Coordinate overall project management.
- Make site available during the work week of Monday – Friday from 7:00 a.m. – 3:00 p.m.
- Select paint colors.

2.3.2 Bidder's Role and Responsibility.

- Name a Project Manager to meet with the City as requested.
- Meet with City representatives as necessary.
- Perform other specific roles as required in this ITB.
- Provide paint color options to Owner.
- Attend the mandatory pre-bid meeting on January 12, 2015 at 10:00 a.m.
The mandatory pre-bid meeting will be at the Stones River Water Treatment Plant, 5528 Sam Jared Drive, Murfreesboro, Tennessee 37130.

Bidders will provide a detailed price on the attached bid form for the project.

3 BID AND SUBMISSION REQUIREMENTS

3.1 Bid Form.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be submitted on the bid form set forth in Section 5 of this ITB.

3.2 References.

Please provide contact information for three (3) clients, including name, title and telephone number for the representative of the organizations or firms for which you provided similar equipment and services.

3.3 Cost.

The bid shall include a total delivered price as set forth in the specifications.

4 EVALUATION

4.1 Bid Evaluation.

Each bid will be evaluated based on the following criteria:

A. *Bidder's Compliance.* The Murfreesboro Water and Sewer Department will evaluate bids for compliance and completeness.

B. *Experience.* The Murfreesboro Water and Sewer Department will evaluate the overall experience of the bidder.

C. *Costs and Terms.* The Murfreesboro Water and Sewer Department will evaluate whether the proposed costs and terms are, in the Murfreesboro Water and Sewer Department's judgment, consistent with current market pricing, appropriate for the equipment and services provided, and commensurate with the level of quality expected.

D. *Other.* Any other information that the Murfreesboro Water and Sewer Department deems relevant and material in evaluating the bidders.

It is estimated that the Murfreesboro Water and Sewer Department evaluation will result in a recommendation of an award of contract to the Murfreesboro Water and Sewer Department Board and the City Council within thirty (30) days of the bid opening date.

The specifications described in this ITB are designed to establish a minimum level of quality and are not meant to preclude equipment manufacture of equal or better quality.

5 BID FORM

Bid Name: **Commercial Structures and Facilities Painting**

Bid Opening: January 20, 2015 at 2:00 p.m. local time at the Murfreesboro Water and Sewer Department Administrative Office, 300 N.W. Broad Street, Murfreesboro, TN 37130.

All prices must include all costs of items as specified. Costs included in the bid prices shall include parts, labor, accessories, freight, and delivery. The City is not subject to sales tax.

How many days will the awarded bidder honor price(s)? _____ (Minimum 90 days unless otherwise specified)

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of award, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

	Price
Area One – Lime Building	\$
Area Two – Pipe Gallery	\$
Area Three – GAC Filter Room	\$
Area Four – Hypochlorite Generator Room	\$
Area Five – Fluoride & Brine Room	\$
Area Six – Raw Water Intake	\$
Area Seven – Stoney Meadow Tank	\$
Area Eight – Tube Settler Support System	\$
Total	\$

THIS RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm: _____

Form of Business: _____

Authorized Signature and Date:

Name Printed and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail _____ Delivery Date: _____

6 BID SPECIFICATIONS

6.1 General.

6.1.1 General.

- 6.1.1.1 This section includes furnishing and application of paints and other protective coatings.
- 6.1.1.2 This specification covers preparation of surfaces, performance and completion of painting of all surfaces as required by the drawings and as specified herein.
- 6.1.1.3 All Materials delivered to jobsite shall be in original sealed and labeled containers of the paint manufacture.

6.1.2 Environmental Conditions.

Coatings shall be applied during good painting weather. Air and temperatures shall be within limits prescribed by the manufacturer for the coating being applied and work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.

6.1.3 Environmental Regulations.

All materials specified herein meet the current VOC Regulations in effect for the State of Tennessee.

6.1.4 Assurance of Quality.

- 6.1.4.1 This work shall be done by competent, experienced workmen qualified in the application of the coatings being used.
- 6.1.4.2 Workmen shall examine all surfaces to be coated and report any defects. Failure to report defects, or to ascertain that reported defects have been corrected, will result in the coating applicator being responsible for defective work resulting therefrom.

6.1.5 Submittals.

Before any paints are shipped to the job site, the CONTRACTOR shall submit a complete listing of the exact coating systems he proposes to use for the various surfaces, including the following data:

- A. Description of each coat to be applied.
- B. Coverage for each coat.
- C. Critical drying or re-coat times.
- D. Amount of each coating to be shipped.
- E. Color charts covering all systems to be used.

F. Upon receipt of such data, the OWNER/OWNER will review the data and promptly notify the CONTRACTOR of his approval, or requested changes, together with color selections.

6.1.6 Extra Stock.

Upon completion of painting, furnish OWNER with a supply of each color of paint used for each type of coating. In general, the amount of each material shall not be less than one quart. Unused portions of unopened containers may be utilized to meet this requirement, providing at least one quart remains, the container is tightly closed, and the contents are properly labeled.

6.2 Products.

6.2.1 Materials.

6.2.1.1 All materials specified herein are manufactured by the TNEMEC Co., Inc., North Kansas City, Missouri (615-333-1000). These products are specified to establish standards of quality and are approved for use on this project.

6.2.1.2 Equivalent materials of other manufacturers may be substituted on approval of the Owner. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance. Submittals shall include the following performance data as certified by a qualified testing laboratory:

6.2.1.2.1 ASTM B117 – Method of Salt Spray (Fog) Testing.

6.2.1.2.2 ASTM D149 – Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials of Commercial Power Frequencies.

6.2.1.2.3 ASTM D3359 – Method for Measuring Adhesion by Test Tape.

6.2.1.2.4 ASTM D3363 – Method for Film Hardness by Pencil Test.

6.2.1.2.5 ASTM D4060 – Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

6.2.1.2.6 ASTM D4541 – Method for Pull-Off Strength of Coats Using Portable Adhesion Testers.

- 6.2.1.2.7 ASTM 4585 – Practice for Testing the Water Resistance of Coatings Using Controlled Condensation.
- 6.2.1.2.8 ASTM G53 – Practice for Operating Light – and Water – Exposure of nonmetallic Materials.
- 6.2.1.2.9 AWWA D102 – Standard for Painting Steel Water Storage Tanks.
- 6.2.1.2.10 SSPC-SP6 – Commercial Blast Cleaning.
- 6.2.1.2.11 SSPC-SP10 – Near White Blast Cleaning.
- 6.2.1.2.12 SSPC-SP 1 – Solvent Cleaning.
- 6.2.1.2.13 SSPC-SP 11 – Power Tool Cleaning to Bare Metal.
- 6.2.1.2.14 SSPC-SP 7 – Brush-Off Blast Cleaning.
- 6.2.1.2.15 NAPF 500-03 – Surface Preparation for Standard Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings.
- 6.2.1.2.16 ASTM D6386 – Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surface for Painting.
- 6.2.1.2.17 ICRI GUIDELINES No. 03732.
- 6.2.1.3 Bidders desiring to use coatings other than those specified shall submit their proposal in writing to the Owner at least ten (10) days prior to the bid opening. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
- 6.2.1.4 Materials supplied by other manufacturers may be considered for substitution if the following prevailing conditions exist:
 - 6.2.1.4.1 Performance criteria of the specified materials are exceeded by the submitted alternate materials as listed in paragraph 2.01 and detailed on the technical data sheets of each specified product.
 - 6.2.1.4.2 The submittal must compare the performance criteria of the specified material with that of the submitted material and be documented in a side by side manner for the Owner to review.

6.2.1.4.3 Substitute materials must be for complete systems and not individual products combined with the specified materials and the performance criteria for all products within a system must meet or exceed the specified materials.

6.2.1.4.4 Only one alternate submittal will be received for this specification and must be accompanied by a detailed statement of the sum to be added or deducted from the base bid should alternate materials be accepted.

6.2.1.5 Colors shall be selected by the Owner from the TNEMEC Color Book. All colors shall be certified lead free.

6.3 Execution.

6.3.1 Application.

Materials shall be mixed, thinned and applied according to the manufacturer's printed instructions and in accordance with AWWA D102-11.

6.3.2 Surface Preparation.

6.3.2.1 Prepare surfaces in accordance with coating system's specifications. All existing painted surfaces to be painted are to be inspected by paint manufacturer's representative to verify type of existing paint, surface preparation required and suitability of specified paint system to go over existing paint. Contractor is to notify Owner if manufacturer's representative recommends changing specified paint system. Touch up welds, burned and abraded areas with specified primer before applying field coats.

6.3.2.2 Allow each coat to dry thoroughly before applying next coat.

6.3.2.3 Finish coats shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas. Primer and finish coats shall be furnished from same Manufacturer to ensure compatibility.

6.3.3 Acceptance of Work.

6.3.3.1 All Surface Preparation and repairs shall be approved by the Owner before primer is applied.

6.3.3.2 Request acceptance of each coat before applying the next coat.

6.3.3.3 Correct work that is not acceptable and request re-inspection.

6.3.4 System Inspection and Testing.

- 6.3.4.1 After application of each coating in the specified system and its surface has cured, measure its thickness with a properly calibrated Nordson Microtest Dry Film Thickness Gauge, or equivalent. Follow standard method for measurement of dry paint thickness with magnetic gauges as outlined in Steel Structures Painting Council's SSPC-PA2.
- 6.3.4.2 Make as many determinations as needed to ensure the specified thickness values in each typical area. To all surfaces having less dry film thickness than specified, apply additional coat(s) at no extra cost to Owner to bring thickness up to specifications.
- 6.3.4.3 Structural metals in immersion service that receive a protective coating system shall be checked with a non-destructive holiday detector that shall not exceed 67-1/2 volts. All pinholes or defects shall be repaired in accordance with manufacturer's printed recommendations and then retested.
- 6.3.4.4 Masonry, drywall, or other non-metallic surfaces shall be continuously checked with wet-film thickness gauges during application to ensure proper dry film thickness will be attained. Also, square feet coverage needs to be monitored to verify proper coverage rates.
- 6.3.4.5 Painting contractor shall permit Owner's Representative and/or paint and coating manufacturer (as requested by Owner) to inspect his work for conformance to this specification. Owner reserves the right to reject all work that does not comply with this specification.

6.3.5 Coverage.

The coverages given or recommended by coating manufacturer shall not relieve the applicator of the responsibility for obtaining a smooth, uniform, and attractive coating. Where satisfactory coverage is not obtained with the specified number of coats, additional coats shall be applied at no extra cost to the OWNER. Each separate coating application, except for finish coat, shall have a color such that it may be identified.

6.3.6 Clean-up.

Remove and dispose of all rubbish or other unsightly material, in a legal manner, leaving the premises in a clean condition.

6.3.7 Surfaces not to be Painted.

- 6.3.7.1 Stainless Steel: all surfaces.
- 6.3.7.2 Aluminum: all surfaces, except where indicated. (Aluminum in contact with concrete to be coated.)

- 6.3.7.3 Exterior concrete and concrete floors (except where indicated).
- 6.3.7.4 Factory Finished Equipment: If a durable high quality permanent finish is provided, such finish is undamaged, and colors conform to color scheme selected.
- 6.3.7.5 Glass.
- 6.3.7.6 Galvanized structural and miscellaneous steel unless noted otherwise.
- 6.3.8 Painting Schedule.
 - 6.3.8.1 Area One – Lime Building.
 - 6.3.8.1.1 Basement.
 - 6.3.8.1.1.1 Duct work.

Surface Preparation: Remove unsound or peeling paint. SSPC-SP 1 Solvent clean bare areas, lightly scarify sound existing paint. Surface to be clean, dry and contaminate free.

Spot Primer: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Full Finish Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.
 - 6.3.8.1.1.2 All Piping – (Ductile Iron).

Surface Preparation: Surface to be clean, dry and contaminate free. Rusted areas to be prepared in accordance NAPF 500-03-04/05.

Spot Primer: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.
Full Intermediate Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Full Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mil DFT.
 - 6.3.8.1.1.3 All Piping Insulation.

Surface Preparation: Surface to be

clean and dry.

First Coat: TNEMEC 1028-Color @ 2.0 – 3.0 mils DFT.

Finish Coat: TNEMEC 1028-Color @ 2.0 – 3.0 mils DFT.

6.3.8.1.1.4 Doors/Frames – Metal.

Surface Preparation: Rusty areas clean to an SSPC-SP 11 Power Tool Clean to Bare Metal. Sound painted areas abrade to remove gloss and profile existing sound paint.

Spot Primer: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Full Intermediate Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Full Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mil DFT.

6.3.8.1.2 Lime Silo Room.

6.3.8.1.2.1 Lime and Soda Ash Silos and Augers: including support steel.

Surface Prep: Rusty areas clean to an SSPC-SP6 Commercial Blast or SSPC-SP 11 Power Tool Clean to Bare Metal.

Sound painted areas abrade to remove gloss and profile existing sound paint using methods similar to SSPC-SP-7.

Spot Primer: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Full Intermediate Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Full Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mil DFT.

6.3.8.1.2.2 Compressed air piping.

Surface Preparation: Remove all loose paint and scarify sound existing paint by suitable method(s).

First Coat: Apply a full coat of TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.2 Area Two – Pipe Gallery.

6.3.8.2.1 Duct Work.

Surface Preparation: Remove unsound or peeling paint. SSPC-SP- 1 Solvent clean bare areas, lightly scarify solvent cleaned areas and sound existing paint.

Spot Primer: TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Full Finish Coat: TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

6.3.8.3 Area Three – GAC Filter Room.

6.3.8.3.1 All concrete (Troughs and area below tile) for GACs #1, #2, #3 and #4.

Surface Preparation: Scarify sound existing paint by suitable method. Chip out and repair damaged areas filling flush with surrounding area with TNEMEC 215 Surfacing Epoxy. Surface to be clean, dry and contaminate free. Bare concrete: prepare following SSPC SP-13 to ICRI Standard CSP-5 for surface profile.

Primer/Finish: TNEMEC 22 Epoxoline @ 18 – 24 mils DFT (may be applied in one or two coats).

6.3.8.4 Area Four – Hypochlorite Generator Room.

6.3.8.4.1 Walls – CMU.

Surface Preparation: Remove any contaminants by suitable methods and lightly scarify dulling gloss and profiling existing paint.

First Coat: Apply a full coat of Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.4.2 Insulation.

Surface Preparation: Surface to be clean and dry.

First Coat: TNEMEC 1028-Color @ 2.0 – 3.0 mils DFT.

Finish Coat: TNEMEC 1028-Color @ 2.0 – 3.0 mils DFT.

6.3.8.4.3 Doors/Frame – Metal.

Surface Preparation: Rusty areas clean to an SSPC-SP 11 Power Tool Clean to Bare Metal.

Sound painted areas abrade to remove gloss and profile existing sound paint.

Spot Primer: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Intermediate Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.5 Area Five – Fluoride/Brine Building.

6.3.8.5.1 Fluoride Room.

6.3.8.5.1.1 Walls – CMU (above 3 feet).

Surface Preparation: Remove any contaminants by suitable methods and lightly scarify dulling gloss and profiling existing paint.

First Coat: Apply a full coat of Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils

DFT.

6.3.8.5.1.2 Walls – CMU (from floor up to 3 feet).

Surface Preparation: Thoroughly scarify to create a 2 mil minimum surface profile, remove contaminates, surface to be clean and dry.

First Coat: Apply TNEMEC 66-Color Hi-Build Epoxoline at 4.0 – 6.0 mils DFT.

Finish Coat: Apply TNEMEC 291 CRU at 2.0 – 3.0 mils DFT.

6.3.8.5.1.3 Floors.

Surface Preparation: Thoroughly scarify to create a 2 mil minimum surface profile, remove contaminates, surface to be clean and dry.

First Coat: Apply TNEMEC 66-Color Hi-Build Epoxoline at 4.0 – 6.0 mils DFT.

Finish Coat: Apply TNEMEC 291 CRU at 2.0 – 3.0 mils DFT.

6.3.8.5.1.4 All Metal.

Surface Preparation: Remove any contaminates by suitable methods and mechanically abrade dulling gloss and profiling existing paint. Rusted areas clean to an SSPC-SP6 Commercial Blast or SSPC-SP-11 Power Tool Clean to Bare Metal.

First Coat: Apply a full coat of Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.5.1.5 Cabinet for Feed Pump.

Surface Preparation: Remove any contaminates by suitable methods and

mechanically abrade dulling gloss and profiling existing paint. Rusted areas clean to an SSPC-SP6 Commercial Blast or SSPC-SP-11 Power Tool Clean to Bare Metal.

Primer Coat: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Intermediate Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.5.1.6 Feed Pump Base.

Surface Preparation: Thoroughly scarify to create a 2 mil minimum surface profile, remove contaminates, surface to be clean and dry.

First Coat: Apply TNEMEC 66-Color Hi-Build Epoxoline at 4.0 – 6.0 mils DFT.

Finish Coat: Apply TNEMEC 291 CRU at 2.0 – 3.0 mils DFT.

6.3.8.5.1.7 Fiberglass doors/frames.

Surface Preparation: Remove any contaminates by suitable methods.

Lightly scarify dulling gloss and profiling existing paint.

First Coat: TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® at 2.0 – 3.0 Mils DFT.

6.3.8.5.1.8 Roll-up door framework – Interior and Exterior.

Surface Preparation: Remove any contaminates by suitable methods, abrasive blast to an SSPC-SP 6

Commercial Blast.

First Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Intermediate Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® at 2.0 – 3.0 Mils DFT.

6.3.8.5.2 Brine Room.

6.3.8.5.2.1 Walls – CMU.

Surface Preparation: Remove any contaminates by suitable methods and lightly scarify dulling gloss and profiling existing paint.

First Coat: Apply a full coat of Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.5.2.2 Floors.

Surface Preparation: Remove existing flooring system by abrasive blasting to an SSPC-SP-13, ICRI CSP-3 to 5.

Primer Coat: TNEMEC 61-5002 Tneme-Liner Beige Primer at 8.0 – 12.0 mils DFT.

Intermediate Coat: TNEMEC 61-5001 Tneme-Liner Gray Finish at 8.0 –12.0 mils DFT.

Finish Coat: TNEMEC 291-COLOR CRU @ 2.0 – 3.0 Mils DFT.

6.3.8.5.2.3 Piping Insulation.

Surface Preparation: Surface to be clean and dry.

First Coat: TNEMEC 1028-Color @ 2.0 – 3.0 mils DFT.

Finish Coat: TNEMEC 1028-Color @ 2.0 – 3.0 mils DFT.

6.3.8.5.2.4 Rafters.

Surface Preparation: Remove any contaminates by suitable methods, abrasive blast to an SSPC-SP6 Commercial Blast.

First Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Intermediate Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® at 2.0 – 3.0 Mils DFT.

6.3.8.5.2.5 All Metal.

Surface Preparation: Remove any contaminates by suitable methods, abrasive blast to an SSPC-SP6 Commercial Blast.

First Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Intermediate Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® at 2.0 – 3.0 Mils DFT.

6.3.8.5.2.6 Fiberglass door/frame.

Surface Preparation: Remove any contaminates by suitable methods.

Lightly scarify dulling gloss and profiling existing paint.

First Coat: TNEMEC 66/161-Color at 2.0

to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® at 2.0 – 3.0 Mils DFT.

6.3.8.5.2.7 Roll-up door Interior/frame interior and exterior.

Surface Preparation: Remove any contaminates by suitable methods, abrasive blast to an SSPC-SP-6 Commercial Blast.

First Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Intermediate Coat: TNEMEC 66/161-Color at 4.0 to 6.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® at 2.0 – 3.0 Mils DFT.

6.3.8.5.2.8 Vent.

Surface Preparation: Remove any contaminates by suitable methods and mechanically abrade dulling gloss and profiling existing paint. Rusted areas clean to an SSPC-SP6 Commercial Blast or SSPC-SP-11 Power Tool Clean to Bare Metal.

Primer Coat: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Intermediate Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.6 Area Six – Raw Water Intake.

6.3.8.6.1 Motors #1, # 2, & #3 and piping.

Surface Preparation: Remove all peeling paint, feather edges, Scarify all remaining paint.

Primer Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.6.2 Motor bases #1, # 2, & #3.

Surface Preparation: Remove all peeling paint, feather edges, Scarify all remaining paint.

Primer Coat: Apply TNEMEC 66/161-Color at 2.0 to 3.0 mils DFT.

Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.6.3 Floor touch up.

Surface Preparation: Remove all peeling paint, feather edges, Scarify all remaining paint. Prepare bare concrete to an ICRI CSP-2 to 3.

Spot Primer: TNEMEC 205 Terra-Tread FC at 3.0 – 5.0 mils DFT.

Full Finish Coat: TNEMEC 297-Color ENVIRO-GLAZE ® @ 2.0 – 3.0 Mils DFT.

6.3.8.7 Area Seven – Stoney Meadow Tank.

6.3.8.7.1 Piping

Surface Preparation: Surface shall be clean and dry. Prepare sound existing paint by SSPC-SP7 Brush-Off Blasting. Remove Black Coating in accordance with NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe and NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings.

Primer/Spot Primer: TNEMEC Series 1 Omnithane at 2.5 – 3.5 mils DFT.

1st Coat: TNEMEC 66/161-Color at 4.0 - 6.0 mils DFT.

2nd Coat: TNEMEC 1074–Color Endura-Shield @ 2.0 to 5.0 mils DFT

6.3.8.8 Area Eight – Tube Settler Support System.

6.3.8.8.1 Galvanized supports for Basins #1, #2, #3, and #4

Surface Preparation: Abrasive Blast in accordance in accordance with ASTM D6386.

1st Coat: TNEMEC 20/FC20 POTA-POX at 2.0 - 4.0 mils DFT.

2nd Coat: TNEMEC 20/FC20 POTA-POX at 2.0 - 4.0 mils DFT.

ATTACHMENT A
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR NAME
For Commercial Structures and Facilities Painting

This contract is entered into on this ____ day of _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CONTRACTOR**, a _____ of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued*** _____
- ***Bid Specifications issued*** _____
- ***Contractor's Bid Response dated*** _____
- ***This Contract*** _____

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid and Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide Commercial Structures and Facilities Painting for areas and/or items specified that are located in the Lime Building, Pipe Gallery, GAC Filter Room, Hypochlorite Generator Room, Fluoride/Brine Building, Raw Water Intake, Stoney Meadow Tank, and Tube Settler Support System for Basins #1, #2, #3, and #4 as set forth in the attached Invitation to Bid, bid specification, and Contractor's Bid Response.
2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. Work must begin within thirty (30) days of bid award and complete all work within ninety (90) days of bid award. Unless otherwise specified in this ITB, all charges for

installation and material are to be included in the bid price. Forty-eight (48) hours advance notice should be given prior to start of work. Should the awarded firm fail to begin work on or before its stated date, the Murfreesboro Water and Sewer Department reserves the right to cancel the order or contract.

- 3.3. Commercial Structures and Facilities Painting that has been completed will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications.
- 3.4. All work made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of \$_____.
5. **Warranty.** Unless otherwise specified all materials and workmanship proposed shall have a warranty against defects in materials or workmanship for a minimum of two (2) years.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**
- 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
- 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, _____.
12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to,

access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
 - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Insurance.** The contractor must maintain commercial general liability insurance completed operations (minimum \$1,000,000).
20. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
21. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
22. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
23. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.

24. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
25. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
26. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
27. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

27.1. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

27.2. Notices to Contractor shall be sent to:

Contractor:
Attention:
Address:

28. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

By: Shane McFarland, Mayor

Susan Emery McGannon, City Attorney

By: _____
Owner

STATE OF TENNESSEE)
)
) : ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this
 _____ day of _____, 2015.

Notary Public

My Commission Expires:_____

ATTACHMENT B

System - OSHA

	GENERIC COLOR	COLOR IDENTIFICATION
WATER		
Raw Water	olive green	110GN Clover
Settled or Clarified Water	aqua	GB36 Aqua Sky
Finished or Potable Water	Dark Blue	11SF Safety Blue
WASTEWATER		
Sewage Plant Effluent	day*	07RD Terra Cotta
Backwash Waste	light brown	68BR Twine
Sludge	dark brown	84BR Weathered Bark
Sewer (Sanitary or Other)	dark gray	GR28 Fossil
CHEMICAL		
Alum or Primary Coagulant	orange	04SF Safety Orange
Ammonia	white	11WH White
Carbon Slurry	black	35GR Black
Caustic	yellow with green band	02SF Safety Yellow with 09SF Safety Green
Chlorine (Gas and Solution)	yellow	02SF Safety Yellow
Fluoride	light blue with red band	25BL Fountain blue with 06SF Safety Red
Lime Slurry	light green	PA30 Daiquiri Ice
Ozone	yellow with orange band	02SF Safety Yellow with 04SF Safety Orange
Phosphate Compounds	light green with red band	PA30 Daiquiri Ice with 06SF Safety Red
Polymers or Coagulant Aids	orange with green band	04SF Safety Orange with 09SF Safety Green
Potassium Permanganate	violet	14SF Safety Purple
Soda Ash	light green with orange band	PA30 Daiquiri Ice with 04SF Safety Orange
Sulfuric Acid	yellow with red band	02SF Safety Yellow with 06SF Safety Red
Sulfur Dioxide	light green with yellow band	PA30 Daiquiri Ice with 02SF Safety Yellow
OTHER		
Compressed Air	dark green	94GN Balsam
Gas Tile	red	28RD Monterrey
Other Lines	light gray	32GR Light Gray
Hoists/trolleys	yellow*	02SF Safety Yellow
Fire Protection	red*	06SF Safety Red

ATTACHMENT C**Stones River Water Treatment Plant Painting Schedule**

*Refer to 6.2.1.5 in ITB

Area One	
Basement	
Duct Work	11 WH White
Raw Water Piping	110GN Clover (Olive Green)
Filter Influent Piping	GB36 Aqua Sky (aqua)
Floor Drain Piping	32GR Light Gray
Lime Piping	PA30 Daiquiri Ice (light green)
Piping Insulation	11SF Safety Blue (Dark Blue)
Doors/Frames	68BR Twine
Lime Silo Room	
Silos/Augers/Supports	11 WH White
Compressed Air Piping	94GN Balsam (Dark Green)
Area Two	
Pipe Gallery	
Duct Work	11 WH White
Area Three	
GAC Filters #1, #2, #3, and #5	
All Concrete (Troughs and areas below tile)	Blue*
Area Four	
Sodium Hypochlorite Generator Room	
Walls-CMU	K1934 Gourmet Mushroom
Insulation Piping	11SF Safety Blue (Dark Blue)
Doors/Frames	68BR Twine
Area Five	
Fluoride Room	
Walls-CMU (3 feet and up)	K1934 Gourmet Mushroom
Floors, Pump Base, and Walls (up to 3 feet)	K1934 Gourmet Mushroom*
Cabinet for Feed Pump	Gray*
All Metal	K1934 Gourmet Mushroom*
Fiberglass doors/frame	68BR Twine
Roll-up Door Framework	11 WH White
Brine Room	

Walls-CMU	K1934 Gourmet Mushroom
Floors	94GN Balsam (Dark Green)
Piping Insulation	11SF Safety Blue (Dark Blue)
Rafters	11 WH White
All Metal	K1934 Gourmet Mushroom
Fiberglass door/frame	68BR Twine
Roll-up Door Framework	11 WH White
Vent	K1934 Gourmet Mushroom

Area Six	
Raw Water Intake #1	
Motors #1, #2, & #3	Gray*
Piping	110GN Clover (Olive Green)
Motor Bases	1255 Beige
Floors	68BR Twine

Area Seven	
Stoney Meadow Tank	
Piping	11SF Safety Blue (Dark Blue)

Area Eight	
Tube Settler Support System, Basins #1, #2, #3, & #4	
Galvanized Supports	Gray*